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RESOLUTION OF DECLARATION

36 Pages

**AMENDED BYLAWS**

**OF**

**WHITE FENCE FARM OWNERS ASSOCIATION**

**PLEASE CROSS MARGINAL REFERENCE WITH THE BYLAWS OF WHITE FENCE FARM OWNERS ASSOCIATION RECORDED AT VOLUME 1169, PAGE 027 ET SEQ. AND THE DECLARATION TO PROVIDE FOR COMMON AREA FOR WHITE FENCE FARM SUBDIVISION RECORDED AT VOLUME 732, PAGE 094 ET SEQ. OF THE GREENE COUNTY RECORDS.**

THE UNIVERSITY OF CHICAGO

Department of Chemistry, University of Chicago, Chicago, Illinois

Received at the University of Chicago, Chicago, Illinois, on the 15th day of June, 1954.

1954

**AMENDED BYLAWS OF**  
**WHITE FENCE FARM OWNERS ASSOCIATION**

**RECITALS**

**A.** The White Fence Farm Owners Association (“Association”) was created about July 2, 1993, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State.

**B.** On or about July 28, 1993, Peebles Builders, Inc., an Ohio limited liability company (“Declarant”), filed the Declaration to Provide for Common Area for White Fence Farm Subdivision (the “Declaration”), at Greene County Records Volume 732, Page 094 et seq.

**C.** The Declaration subjected the real estate described in Exhibit “A” of the Declaration (“Property”) to the easements, covenants, and restrictions contained in the Declaration.

**D.** The White Fence Farm Owners Association (“Association”) is a corporation consisting of all Owners in White Fence Farm HOA and as such is the representative of all Owners.

**E.** On or about February 28, 1998, the Association filed the Bylaws of White Fence Farm Owners Association (“Original Bylaws”) at Greene County Records, Volume 1169, Page 027 et seq.

**F.** Original Bylaws Article XIV Section 1 authorizes amendments to the Original Bylaws.

**G.** A meeting, including any change, adjournment, or continuation of the meeting, of the Association’s Owners was held on or about July 26, 2022, and, at the meeting and any adjournment, Owners representing 55.26 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the “Adoption of the Amended Bylaws”).

**H.** Owners representing 55.26 percent of the Association’s voting power have affirmatively consented to or voted in favor of the Adoption of the Amended Bylaws and signed powers of attorney authorizing the Association’s officers to execute the Adoption of the Amended Bylaws on the Owners’ behalf, as documented in the Association’s records.

I. The proceedings necessary to amend the Original Bylaws as required by Chapter 5312 of the Ohio Revised Code and the Declaration and Original Bylaws have in all respects been complied with.

#### AMENDMENT

The Original Bylaws of White Fence Farm Owners Association are amended by the following:

**AMEND BYLAWS:** Repeal the By-Laws of White Fence Farm Owners Association recorded at Greene County Records Volume 1169, Page 027 et seq., and adopt the Amended Bylaws of When Fence Farm Owners Association, as attached to and made part of this recording (the "Amended Bylaws").

Any conflict between the provisions of the Declaration, Original Bylaws, and the Amended Bylaws and the original Declaration, Protective Covenants, and Bylaws is to be interpreted in favor of the provisions of the Amended Bylaws. The invalidity of any part of any provision in the Amended Bylaws do not impair or affect in any manner the validity or enforceability of the remainder of the Amended Bylaws. Upon the recording of the Amended Bylaws, only Owners of record at the time of such filing have standing to contest the validity of the Amended Bylaws, whether on procedural, substantive, or any other grounds. Any legal challenge *must* be brought in the Greene County Court of Common Pleas within *one year* of the recording of the Amended Bylaws.

The White Fence Farm Owners Association has caused the execution of this instrument this 18 day of November, 2022.

#### WHITE FENCE FARM OWNERS ASSOCIATION

By:   
DENISE MOORE, President

By:   
ERIN MAYS, Secretary

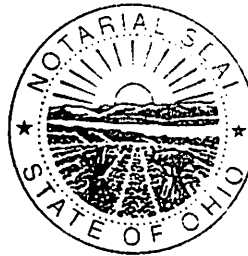
STATE OF OHIO )  
 )  
COUNTY OF Greene ) SS

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named White Fence Farm Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as its officers.

I have hereunto set my hand and official seal this 18<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

Place notary stamp/seal here:



MELISSA D. COMPSTON  
Notary Public, State of Ohio  
Commission No. 2019-RE-766903  
My Commission Expires  
January 31, 2024

This instrument prepared by:  
**KAMAN & CUSIMANO, LLC**  
Attorneys at Law  
11311 Cornell Park Drive, Suite 220  
Cincinnati, Ohio 45242  
(513) 878-1771  
ohiohoalaw.com

## **SECTIONS AND PLATS**

### **White Fence Farm Section One**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered One (1) to Twenty-six (26), inclusive, of White Fence Farm, Section One, as recorded in Plat Cabinet "34", Pages 322B -323A of the Plat Records of Greene County, Ohio.

### **White Fence Farm Section Two**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Twenty-seven (27) to Forty-two (42), inclusive, of White Fence Farm, Section Two, as recorded in Plat Cabinet "30", Pages 101A-102A of the Plat Records of Greene County, Ohio.

### **White Fence Farm Section Three**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Forty-three (43) to Sixty-one (61), inclusive, of White Fence Farm, Section Three, as recorded in Plat Cabinet "30", Pages 192B-193B of the Plat Records of Greene County, Ohio.

### **White Fence Farm Section Four**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Sixty-two (62) to Seventy-seven (77), inclusive, of White Fence Farm, Section Four, as recorded in Plat Cabinet "30", Pages 299A-300A of the Plat Records of Greene County, Ohio.

**AMENDED BYLAWS  
OF  
WHITE FENCE FARM OWNERS ASSOCIATION**

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## ARTICLE I

### GENERAL

**Section 1. Preliminary Statement of Scope and Effect.** The purpose of these Amended Bylaws ("Bylaws") is to provide for the government of Common Elements in the manner provided by the Declaration and these Bylaws. All present or future Owners, tenants, occupants, or anyone else who might utilize the White Fence Farm Owners Association Common Elements in any manner, will be subject to the covenants, provisions, and regulations contained in the Declaration and these Bylaws and will be subject to any restriction, condition, or rule adopted by the Association's Board of Directors (the "Board"). The mere acquisition or rental of any lots located within the White Fence Farm Owners Association described in the Declaration, or the mere act of occupancy of any of the Lots will constitute acceptance and ratification of the Declaration and these Bylaws.

**Section 2. Name.** The Association's name is "White Fence Farm Owners Association" an Ohio nonprofit Corporation, created pursuant to the provisions of Ohio Revised Code Chapter 1702.

**Section 3. Principal Office.** The Board will designate the place or location for the Association's permanent files. Copies of all official books and records must be kept in the Association's permanent files. If the permanent files are located at the dwelling of a Director, upon the expiration of the Director's term, whether by resignation, removal, or otherwise, such Director has the duty and responsibility to contact the succeeding Director or property manager to arrange for the delivery of all Association permanent files from the outgoing Director to the respective incoming or succeeding Director or property manager within ten business days of such change of Board position.

**Section 4. Definitions.** Capitalized terms used in these Amended Bylaws have the meaning ascribed to them in this Section 4 and, if not defined below, the meaning ascribed to such term where it first appears in these Amended Bylaws. The following terms used herein are defined as follows:

(a) "Association" means and refers to the White Fence Farm Owners Association, its successors and assigns.

(b) "Authorized Communications Equipment" means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Member.

(c) “Board of Directors” or “Board” means and refers to the Board of the Association as provided in the Bylaws of the Association.

(d) “Chapter 5312” means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, as the same may be amended or supplemented from time to time.

(e) “Common Element” means all real property owned or controlled by the Association, as defined in the Declaration.

(f) “Common Expense” means any expense of financial liability of the Association as provided by this Declaration, the Bylaws, and Ohio law, including allocations the Board designates for reserves.

(g) “Declarant” means and refers to Tom Peebles Builders, Inc., its successors and assigns.

(h) “Declaration” means the recorded instrument that provisions for a declaration of covenants, easements, conditions, and restrictions, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312.

(i) “Electronic Voting Technology” means an electronic voting system that accurately and securely records the voting Member’s intent to cast a ballot on a matter in the way identified by the Member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology.

(j) “Good Standing” means the Owner is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member’s capacity as a Director). Good Standing also requires that the Owner not be delinquent in the payment of any fees or assessments owed to the Association.

(k) “Lot” means and refers to the lots shown upon any recorded record plan of a subdivision of the properties with the exception to the Common Element. The term contemplates that the Lot is improved with a single family detached home.

(l) “Member” means and refers to those persons entitled to membership in the Association as provided in the Declaration.

(m) “Owner” means and refers to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is subdivided from a part

of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(n) “Properties” or “Property” means and refers to that real property described or referenced in the Declaration and/or Bylaws, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of said Declaration.

## ARTICLE II

### OWNERS (MEMBERS)

Section 1. Membership. Every person or entity, who is a record Owner of a fee interest or undivided interest in any Lot, will be an Association member, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation will not be a member. Such membership will terminate upon the sale or other disposition by such Owner of his Lot, at which time the new Owner of such lot will automatically become a member. Membership may be held in the name of more than one Owner.

Section 2. Voting Rights. The Association has one class of voting membership. All Members are the Owners and are entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons are Members, provided that the vote for such Lot is exercised in accordance with the Bylaws.

Section 3. Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article II, Section 4(c) and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article II, Section 4(e), voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, Owners may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the Owner entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Owner.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Owners no later than the date the meeting notice is sent to the Owners in accordance with Bylaws Article II, Section

4(c). Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Owner were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in this Bylaws Article II, Section 3(a) above, and in addition the Board may authorize the Members to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article II, Section 3(b) above.

Any ballots, regardless of method, received subsequent to the calling of the vote at the meeting. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are common expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

#### Section 4. Association Meetings.

(a) Annual Meeting. For the election of Directors, the presentation of reports, and the transaction of such other business as is set for in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the first quarter of each calendar year as the Board determines and as stated in the meeting notice.

(b) Special Meeting. Special Association meetings may be held on any business day when called by the president, by a majority of the Board acting with or without a meeting, or by Owners entitled to exercise at least a majority of the Association's voting power. Upon written request delivered either in person or by certified mail to the president or the secretary by any person (s) entitled to call a special meeting, such officer must set the date, time, and place for the special meeting and cause notice of the meeting to be given to all Owners in accordance with Bylaws Article II, Section 4(c). If such notice is not given within 30 days after the receipt of such request, the person(s) requesting the special meeting may fix the time of the meeting and give notice of the meeting to all Owners in accordance with Bylaws Article II, Section 4(c). No business other than that specified in the call and set forth in the notice will be considered at any special meeting. The order of business at each special meeting will be as specified in the notice or agenda for the special meeting.

(c) Notice of Meetings. Written notice of each meeting of the Owners will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article XI, Section 3, at least

fifteen days before the meeting, to each Owner entitled to vote at the meeting. The notice will specify the place, day, and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Owners, the specific motion, or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any applicable links, access codes, password, telephone numbers, and/or other pertinent information that is necessary to allow the Owner to participate at the meeting via the Authorized Communications Equipment.

(d) Quorum; Adjournment. At any meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, the Owners present, either in person or by proxy, constitutes a quorum for such meeting. Ballots submitted via mail or by Electronic Voting Technology also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is an Owner that is eligible to vote and to maintain a record of any vote. Under no circumstance, however, can any action required by law or by the Declaration or these Bylaws to be authorized or taken by Owners entitled to exercise a designated proportion of the voting power be authorized or taken by a lesser proportion (for example, amendments to the Declaration). Owners entitled to exercise a majority of the voting power at a meeting may adjourn the meeting to another date; if the date, time, and place to which the meeting is adjourned to are fixed and announced at the meeting, no additional notice to the Owners is needed. For purposes of quorum, an Owner in good standing is defined as an Owner not engaged in litigation with the Association or any Board member in their capacity as a Board member or an Owner who is current in payment of any amount owed to the Association as of the date of the meeting.

(e) Order of Business at Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article II, Section 4(c), the Board will determine whether the meeting will be conducted physically so that the Owners may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the owners have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided

that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized by Owners to attend the meeting, unless the Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

(f) Meeting Minutes. Minutes must be taken at all Owner meetings at which quorum is present. Copies of the approved minutes will be available for inspection by Owners upon reasonable request at the Association's office.

Section 5. Actions Without a Meeting. All actions, except election or removal of a Director, which may be taken at an Association meeting, may be taken without a meeting with the approval of, and in a writing or writings signed by, Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings will be filed with the secretary.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. Board of Directors. The Board constitutes for all purposes the Board of Directors, as provided for under Ohio Revised Code Chapter 5312.

Section 2. Number and Qualification. The Board will consist of 3 or 5 persons, all of whom must be an Owner, or the spouse of an Owner, and a member in good standing. All Directors must also be occupants of a dwelling within White Fence Farm that is the person's primary residence. An Owner who is not a human being, may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner. In addition to the provisions of Bylaws Article III, Section 7, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during their term. No Lot may be represented by more than one person on the Board at any one time.

Section 3. Modification of Number of Board Members.

(a) Board members (Director(s)) will be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of election. At the annual or special meeting of members for the purpose of election, only persons nominated as candidates will be eligible for election as Directors. The candidate(s) receiving the greatest number of votes will be elected.



(b) At the first Annual Meeting following the recording of these Bylaws, the terms of each of the then serving Board members will end effective upon the adjournment of the meeting. At this annual meeting, the Owners present in person and by proxy will vote to determine whether the Board will consist of 3 or 5 Directors. Following this determination, the entire 3 or 5 member Board will be elected. The terms of each elected Director will be staggered in accordance with Bylaws Article III, Section 5. The Directors receiving the greatest number of votes will serve the longest terms.

(c) At any subsequent meeting held for the election of Board members at which a quorum is present, a majority of the Owners present in person or by proxy may approve a motion to either reduce the number of Directors from 5 to 3 persons or to increase the number of Directors from 3 to 5 persons, as the case may be, prior to the election. The approval of any such motion will in no event act to decrease the length of or to end the term of any current Director prior to the term's original expiration. Following the approval of a motion to increase or decrease the number of persons serving on the Board, the election will take place, to the extent appropriate. The terms of the elected Board of Directors will be staggered as necessary to comply with Bylaws Article III, Section 5.

Section 4. Nominations and Election of Directors; Vacancies. The procedure for the nominations and election of Directors will be as follows:

(a) Nominations. Nominations for the election of Directors to be elected by the Owners will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article III, Section 2. Prior to the meeting, the nominating committee will establish a process and deadlines by which any Owner may submit their name to the nominating committee as a candidate, and the nominating committee must nominate that Owner if that Owner satisfies all the qualifications to be a Director as further provided for in Bylaws Article III, Section 2. If there are fewer nominees than vacancies, the nominating committee must nominate additional Owners(s) to be elected prior to the ballots being sent to the Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election. Nominations must be made prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article II, Section 4(c), so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Owners no later than the sending of the meeting notice.

(b) Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article II, Section 3. The Association is not required to send ballots to the Owners via any method if there are an equal number of nominations as there are candidates, and the terms for all open positions are equal; in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those Owners while also maintaining the integrity of the voting process to ensure each Owner has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Owner(s) voting and will be used as a record of receipt of the Owners' ballot as well as to determine quorum. If the Signature Envelope is not signed by the Owner(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if the Board fails to appoint a nominating committee, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and ensuring the election results are provided to all Owners no later than fifteen days after the meeting.

(c) Vacancies. If a vacancy on the Board occurs, the remaining Directors, though less than a majority of the authorized number of Directors, may, by a vote of the majority of their number, fill any vacancy for the unexpired term.

Section 5. Term of Office; Resignations. Each Board member will hold office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the secretary or president of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. All Directors will be elected for a three-year term with staggered elections to facilitate either a 1-1-1 or 2-2-1 rotation, depending on the number of Board members as provided in Bylaws Article III, Sections 2 and 3.

Section 6. Board Meetings.

(a) Organizational Meeting. Immediately after each annual meeting or special meeting held in lieu of an annual meeting, the newly elected Directors, and those Directors whose terms hold over will hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of Directors need not be given.

(b) Regular Meetings. Regular Board meetings may be held at such times and places as is determined, from time to time, by a majority of the Board, but at least four such meetings will be held during each fiscal year.

(c) Special Meetings. Special Board meetings may be held at any time, after notice in accordance with Bylaws Article III, Section 6(e), upon call by the president or a majority of the other Directors.

(d) Executive Sessions. At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, or other matters protected under attorney-client privilege or enforcement of the Declaration, these Bylaws, or rules against any member. Executive session minutes are not available for inspection and/or copying.

(e) Notice of Meetings. Notice of the date, time, place, and purpose(s) of each Board meeting will be given to each Director by or at the direction of the secretary or by the person(s) calling such meeting. Such notice may be given in any manner or method as permitted by Ohio law and the Declaration and at such time so that the Director receiving it may have a reasonable opportunity to attend the meeting. Such notice will, in all events, be deemed to have been proper if given to each Director at least seven days prior to the meeting. The giving of notice is deemed to be waived by any Director who attends and participates in such meeting and may also be waived in writing or by electronic mail by any Director either before or after such meeting. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any organizational, regular, or special Board meeting.

(f) Types of Meetings. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear (or simultaneously read if in electronic format, e.g., internet chat room), participate, and respond to every other Director in real time.

(g) Voting Power of Board. Each Director will have one vote. Vote of a majority of the Directors on any matter at a duly called meeting at which a quorum is present will be sufficient to determine any matter.

(h) Quorum; Adjournment. A majority of the Directors will constitute a quorum for the transaction of business, except that a majority of the Directors in office will constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any Board meeting, a majority of those present may adjourn the meeting from time to time until a quorum will be present. At each Board meeting at which a quorum is present, all questions and business will be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(i) Meeting Minutes. Minutes will be taken at and for all Board meetings. Copies of the Board approved minutes, except for those taken during executive sessions, will be available for inspection by members, upon reasonable request, at the Association's office, or as kept by the secretary.

(j) Actions Without a Meeting. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors, which written consent may be in electronic form, including by e-mail or similar mode of

communication. Those written consents will be filed with the minutes of the Board meetings.

**Section 7. Removal of Directors.** The Board, by a majority vote, may remove any individual Board member and create a vacancy on the Board, if:

- (a) by order of court the Director has been found to be of unsound mind,
- (b) the Director files for bankruptcy or has been adjudicated bankrupt,
- (c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years,
- (d) the Director is no longer a member in Good Standing,
- (e) the Director is physically incapacitated,
- (f) the Director fails to attend three consecutive or a total of four Board meetings during a calendar year.

In addition, at any Association meeting duly called at which a quorum is present, any one or more of the Directors may be removed with or without cause by the vote of Owners entitled to exercise at least a majority of the Association's total voting power, and a successor(s) to such Director(s) so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Director, whose removal has been proposed, will have an opportunity to speak and be heard at such meeting prior to the vote of their removal.

**Section 8. Compensation.** The Directors will not receive any salary or compensation for their services, as such; provided that nothing will be construed to preclude any Director from having contractual dealings with the Association in any other capacity (such as providing a third party service, such as professional services) and receiving compensation subject to complete disclosure by the respective Director of the conflict of interest, complete abstention the respective Director from the Board's decision making process, and approval by a majority vote of the Board, excluding the vote of the Director receiving said compensation.

**Section 9. Powers and Duties.** Except as otherwise provided by law, the Declaration, or these Bylaws; the Board will exercise all the Association's powers and authorities. The Board will be responsible for the maintenance, repair, and replacement of the Common Elements. In carrying out the White Fence Farm Owners Association

purposes, and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on the Association's behalf, may:

(a) Exercise for the Association all powers, duties, and authority vested in, or delegated to, this Association pursuant to the Declaration, Articles of Incorporation, these Bylaws and Ohio Revised Code 5312, unless expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(b) Take all actions deemed necessary or desirable to comply with all requirements in the Declaration, these Bylaws and/or the law;

(c) Enforce the covenants and restrictions set forth in the Declaration and these Bylaws;

(d) Repair, maintain, and replace the Common Elements and improvements thereon;

(e) Establish, enforce, levy, and collect Assessments subject to the provisions of the Declaration and these Bylaws;

(f) Adopt and promulgate rules as the Board deems advisable for the maintenance, conservation, and beautification of the Common Elements, and/or for the health, comfort, safety, and general welfare of the Owners and occupants, and/or to govern the operation and use of the White Fence Farm Owners Association or any portion thereof, and to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the rules, these Bylaws, or the Declaration. In the event such rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws will govern;

(g) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, encumber, exchange, transfer, and dispose of any real or personal property as the Board may from time to time reasonably determine is in the Association's best interests;

(h) Establish, in the Board's sole determination, standards, and/or procedures for the suspension of the voting rights of an Owner(s) and/or right of the Owner(s) and/or occupant(s) to use amenities during any period in which such Owner(s) is in default. Default means the Owner(s) is more than thirty days delinquent in the payment of any Assessment levied by the Association;

(i) Adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent assessments;

(j) Impose reasonable charges to the Owner for preparing, recording, or copying of the Declaration, these Bylaws or amendments, or meeting minutes as well as reasonable charges for the handling of re-financing and/or resale certificates, documentation, and/or statements of unpaid Assessments;

(k) Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the Association;

(l) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines necessary or desirable in the management and/or operation of the Common Elements, and the Association;

(m) Make contracts;

(n) Grant easements, leases, licenses, and concessions through or over the Common Elements though not through any Lot to the extent any easement does not already exist on a Lot;

(o) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

(p) Impose interest and administrative late fees for the late payment of assessments, impose returned check charges, and, pursuant to the requirements of the Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Declaration, these Bylaws, and the rules, and reasonable charges for damage to the Common Elements or other property;

(q) Establish operating, escrow, reserve, and other accounts in the Association's name as the Board may deem appropriate from time to time as may be consistent with generally accepted accounting practices;

(r) Borrow money, assign, without limitation, the Association's right to future income, including the right to receive Assessments and insurance proceeds, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any such borrowing will be limited to the purpose of acquiring funds to be used for the management, insurance, maintenance, repair, and/or replacement of the Common Elements, and/or for such capital additions, alterations, and improvements as may be approved by the Owners in accordance with the Declaration;

(s) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or

threatened against, the Association, the Board, the Property, or that involves two or more Owners and related to matters affecting the Association;

(t) Pay the taxes and Assessments levied against the property owned by the Association before they become delinquent;

(u) Invest excess funds in investments that meet the standards for fiduciary investments under Ohio law; and

(v) Procure and maintain insurance as required by law, the Declaration, these Bylaws, or as the Board deems advisable.

Section 10. Insurance Coverage. All Association Directors, officers, employees, and managing agents handling or responsible for Association funds, must furnish or otherwise be covered by reasonable fidelity bonds or dishonesty insurance. The Association will pay the premiums on such bonds/insurance as a Common Expense. The Board will determine the appropriate amount of such bond/insurance taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions.

#### ARTICLE IV

##### OFFICERS AND OFFICER DUTIES

Section 1. General Provisions. The Board will elect a president, secretary, and treasurer, each of whom must also be a Director. The Board from time to time may also create such offices and appoint such other officers and assistant officers as in its judgment may be necessary who are not members of the Board but who are Association Members. Additionally, appointed officers or assistant officers need not be a Director. Any two of such offices, other than that of president, may be held by the same person, but no officer can execute, acknowledge, or verify any instrument in more than one capacity.

Section 2. Duties. The duties of the officers will be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers will be as follows:

(a) **President.** The president is the Association's chief officer and will exercise general executive supervision over the Association's business and affairs and over its several officers, subject, however, to the Board's control. The president will preside at all Association and Board meetings, which power the president, may assign or delegate as the president so decides. The president may execute all authorized deeds, contracts, and other obligations of the Association and has all



the powers and duties prescribed by Chapter 5312. The president also has such other authority and will perform such other duties as the Board may from time to time assign to the president or otherwise provided for in the Declaration or in these Bylaws.

(b) **Secretary.** The secretary will keep minutes of all the proceedings of the members of the Association and of the Board and will make proper record of the same, which will be attested by the secretary; has authority to execute all deeds, contracts and other obligations of the Association requiring the secretary's signature; will keep such books as may be required by the Board; and will perform such other further duties as may from time to time be assigned by the Board.

(c) **Treasurer.** The treasurer has general supervision of all finances; the treasurer will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may from time to time require. The treasurer will keep or cause to be kept adequate and correct financial accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with such other accounts as may be required, and hold the same open for the inspection and examination of the Board; and the treasurer will perform such other duties as from time to time may be assigned by the Board.

**Section 3. Term of Office.** The Association's officers will hold office at the pleasure of the Board, and unless sooner removed by the Board, until the organizational meeting of the Board following the next annual meeting and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause, by a majority vote. A vacancy in any office, however created, will be filled by the Board.

**Section 4. No Compensation to Officers.** None of the officers of the Association will receive compensation for services as such.

**Section 5. Delegation of Authority and Duties; Control of Officers.** In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of such officers, to any other officer or to any Director or the managing agent. In addition, the Board is authorized generally to control the action of the officers and to require the performance of duties in addition to those mentioned above.

## ARTICLE V

### COMMITTEES

Section 1. Committees. The Board may, by resolution, provide for standing or special committees, as it deems desirable, and discontinue the same at its discretion. Each committee consisting of not less than two members will have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each committee will keep full records and accounts of its proceedings and transactions. All actions by any committee will be reported to the Board at its meeting succeeding such action and will be subject to control, revision, and alteration by the Board; provided that no rights of third persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by such rules as determined by the Board, and it will also meet at the call of the president or of any two members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Section 6(e) of this Article III relating to the notice required to be given of special meetings of the Board will also apply to meetings of each committee. A majority of committee members constitutes a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, but no such action will be effective unless concurred in by all members of the committee. Vacancies in a committee will be filled by the Board.

Section 2. Required Committees. Unless the Board otherwise determines, the following committees will be appointed annually at the first meeting following the annual meeting of the members:

- (a) Audit Committee. The audit committee is responsible for examining the year-end financial reports produced by the treasurer and will be responsible for the following:
- (i) Review the quarterly and annual reports prepared by the treasurer for reasonableness;
  - (ii) Review the quarterly bank account statements and reconciliations;
  - (iii) Review and analyze cash receipts and disbursements;
  - (iv) Review compliance with overall budget established and adopted by the Board with respect to major projects and signed contracts;
  - (v) Verify any large or unusual disbursements; and
  - (vi) Submit the final signed audit report to the Board President.

(b) **Nomination Committee.** The nomination committee is responsible for ensuring enough nominations are submitted each year for the election of Board members.

## ARTICLE VI

### INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Board member, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

(a) **Advance of Expenses.** The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Board member, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

## ARTICLE VII

### GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments as Common Expenses. The Association through its Board of Directors, for the benefit of all the Owners, will acquire and will pay for, out of the Association's funds, all Common Expenses arising with respect to, or in connection with, the Property. In addition to the provisions of the Declaration and these Bylaws, the Association's expenses may include the following:

(a) Spears Property Owners Association Assessments. The Association is responsible for the collection of assessments established and payable from time to time in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions recorded in Official Record Volume 696, page 266, Records of Green County, Ohio.

(b) Insurance. Premiums for property, liability, and other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.

(c) Workers' Compensation. The cost(s) of workers' compensation insurance to the extent necessary to comply with any applicable laws.

(d) Wages and Fees for Services. The wages and fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Association, the services of any person(s) required for the maintenance or operation of the Association, and legal and/or accounting services necessary or proper in the operation of the Association or the enforcement or interpretation of the Declaration, these Bylaws, and Rules, and for the organization, operation, and enforcement of the rights of the Association.

(e) Reasonable Care of Common Elements. The cost of reasonable lawn care, landscaping, maintenance, repair, and replacements of the Common Elements that the Association is responsible for as provided for in the Declaration and such furnishings and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Association, will have the exclusive right and duty to acquire the same for such portions of the Common Elements.

(f) Additional Expenses. The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or assessments that the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration and these Bylaws, or by law, or which, in the Board's opinion, are necessary or proper for the maintenance and operation of the subdivision as a first class Association, or for the enforcement or interpretation of the Declaration, these Bylaws, or the rules.

(g) Capital Additions, Alterations and Improvements. Notwithstanding anything in these Bylaws or in the Declaration which authorizes expenditures, no single expenditure will be made by the Association for any additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements exceeding 10 percent of that year's estimated budget, without the prior approval of the members of the Association entitled to exercise a

majority of the voting power of all members of the Association present in person or by proxy at an Association meeting duly held for such purpose. If such approval is obtained, the Board will proceed with such additions, alterations or improvements and will assess all Lots for the cost as a common expense. The limitations on expenditures by the Association contained in this Section will not apply to repair of the Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Property, for the safety of persons, to maintain compliance with any applicable local, state or federal codes, ordinances, laws, rules or regulations, or to avoid suspension of any necessary services.

Section 2. No Active Business to be Conducted for Profit. Nothing will be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them; but this will not preclude the Association from entering into contracts, licenses, and/or concession agreements, affecting parts or uses of the Common Elements that result in the production of income for the Association.

Section 3. Acquisition, Lease, Sale, or Exchange of Real Property. Whenever the Board determines to acquire, lease, sell, or exchange real subdivision or any interest, other than any Lot, the Board will submit such acquisition, lease, or exchange to a vote of the Owners, and, upon the affirmative vote of the Owners entitled to exercise not less than seventy-five percent of the Association's voting power present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, lease, sale, or exchange, in the name of the Association and on behalf of all Owners, and the costs and expenses incident thereto will constitute part of the common expenses.

Section 4. Applicable Laws. The Association will be subject to and governed by the provisions of any statute adopted at any time and applicable to the subdivision submitted to a Declaration of covenants and restrictions. In the event of any conflict or inconsistency between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration will prevail, and the Owners and all persons claiming under them agree to vote in favor of such amendments to these Bylaws as will remove such conflicts or inconsistencies.

## ARTICLE VIII

### ASSESSMENTS

Section 1. Determination of Assessments. The Board will fix and determine from time to time the sum(s) necessary and adequate for the common expenses and reserves. Common Expenses will include expenses for the operation, maintenance, repair, or replacement of the Common Elements, and such other parts of the White Fence Farm Owners Association as provided for in the Amended Declaration and these Bylaws, the carrying out of the Association's powers and duties, the items enumerated in Article VII

above, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect assessments and to maintain, repair, and replace the Common Elements. Funds for the payment of common expenses will be assessed against the Owners in the manner and proportions and will be payable as provided in the Declaration and these Bylaws. Special Assessments, if any, required by the Board, will be levied, and paid in the manner as directed by the Board.

The Board may budget, levy, and expend assessments in the amount of not more than three percent of the Association's annual operating budget on social events, gatherings, outings, or activities that are all primarily intended for the benefit and welfare of the Owners (collectively hereinafter referred to as "Community Activities"), subject to the following provisions:

(a) The Board, in its sole discretion and authority, may define the types of Community Activities that assessments may be permitted, budgeted, and expended on, provided that any Community Activities comply with all the provisions of this Section. Community Activities that the Board may permit, budget, and expend assessments on includes, but are not limited to, holiday parties, sending condolences and community picnics;

(b) The Board may not permit, budget, levy, or expend more than three percent of the annual operating budget on Community Activities, or levy a special assessment for Community Activities, without the prior consent of Owners exercising not less than a majority of the Association's voting power;

(c) Any allocated money not spent on Community Activities at the end of the year will be credited towards the Association capital reserves;

(d) All Community Activities must be open to or apply to all Owners, occupants or residents;

(e) The Board is not permitted to levy or expend assessments on alcohol, including but not limited to beer, wine, or spirits; and,

(f) Any Owners, occupants, and residents, and all of their respective successors and assigns, release, indemnify, and agree to defend the Association, and its Directors, Owners, agents, or employees, from and against any and all liabilities or claims for any damages, losses, or injuries (including death) of any nature or kind, that may result from, arise, or relate to Community Activities permitted, budgeted, or expended by the Board pursuant to this Section.

**Section 2. Notice and Payment of Assessments.**

(a) Within thirty days after the Board has determined the amount of any Assessment, a notice of the Assessment will be mailed or presented to each of the affected Owners. All Assessments will be payable to the Association and, upon request, the secretary or treasurer will give a receipt for each payment made.

(b) It will be the duty of each Owner to pay his proportionate share of the Common Expenses as assessed against Lots. Payment of Assessments will be made in such amounts and at such times as may be determined by the Board. No Owner may waive or otherwise be exempt from liability for Assessments provided, including, by way of illustration and not limitation, by non-use of the Common Elements by such Owner or by attempted withdrawal from the Association. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed under the Declaration or these Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are required under the Declaration, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other cause whatsoever.

**Section 3. Preparation of Budget, Assessments.** The Board will, on or before December 1<sup>st</sup> of each year, begin to prepare a budget which will be based on its estimate of the total amount (the "estimated cash requirement") that will be required during the ensuing calendar year to pay the common expenses, including a reasonable reserve for contingencies and replacements. On or before February 1<sup>st</sup> of each year, the Board will notify each Owner in writing as to the amount of the estimated cash requirement together with a reasonable itemization. The aggregate amount of the estimated cash requirement will become an assessment against the Owners, with the share of assessment against each Owner to be his proportionate share. Such Assessment will be due and payable by each Owner on or before March 31<sup>st</sup>, or in two semi-annual installments (first half due as of March 31<sup>st</sup> and second half due on August 31<sup>st</sup> each year) as the Board may stipulate. If, at any time, the Board determines that the Association has collected a surplus at the end of any fiscal year, such amount will be applied toward reserves.

**Section 4. Reserve for Contingencies and Replacements.** The Board will establish, build up, and maintain for the Association a reasonable capital reserve for contingencies and replacements. Upon the sale of Lot by any Owner, such Owner will have no right to any portion of the funds in the reserve account; nor will such Owner have any claim against the Association with respect to the reserve account. Extraordinary expenditures incurred in any year which were not originally included in the estimated



cash requirement for such year may, at the Board's discretion, be charged first against such reserve, unless said reserve has been previously allocated for a specific item.

**Section 5. Failure to Prepare Annual Budget or Make Current Assessments.** The Board's failure or delay in the preparation of any budget, or in the giving of notice to Owners, or any delay in the making of assessments against Owners, or any of them, will not constitute a waiver or release in any manner of such Owner to pay their proportionate share of the common expenses, including reserves, whenever the same will be determined and assessed. In the absence of any annual estimate of common expenses, including required reserves, or of any budget or assessments based thereon, Owners will continue to pay the assessments at the existing rate established for each Owner then in effect, until the first maintenance payment becomes due, pursuant to new assessments covering the current period duly made by the Board.

**Section 6. Books and Records.** The Association will keep full and correct books and records of account that specify the receipts and expenditures relating to the Association, and other common receipts and expense records showing the allocation, distribution, and collection of the profits, losses, and expenses among and from the Owners, minutes of Association and Board meetings, and records of names and addresses of the Owners (the "Association's records"). The Board may adopt rules establishing reasonable standards for the examination and copying of the Association's records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rule, any Owner, or his mortgagee, or by any representative of an Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's records, subject to a reasonable fee. Within ten days of a written request to the Board, and upon payment of a reasonable fee, any Owner will be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

**Section 7. Status of Funds Collected by Association.** All funds collected will be held and expended solely for the purposes designated herein, and, except for such special assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, will be deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Association from assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board. All assessment payments by an Owner will be applied as provided in these Bylaws and in the Declaration.

Section 8. Annual Review. A monthly review of the Association's books will be conducted by the Board throughout the year. The Association's books will be reviewed once a year by the Audit Committee and such year-end review will be completed prior to the end of the second quarter. In the event a majority of the Board members, a majority of the Audit Committee, or a seventy-five percent vote of the Owners request a review of the books be made by a Certified Public Accountant, such review will be conducted at the Association's expense.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 1. Service of Notices on Devisees and Personal Representatives. Notices required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by regular mail to such party at his address appearing on the records of the Court where the estate of such deceased Owner is being administered.

Section 2. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws are abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 3. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with procedures established in the Declaration and these Bylaws are binding on all Owners, their successors, heirs, and assigns.

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 5. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Section 6. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and will not be relied upon and/or used in construing the effect or meaning of any of the text.

Section 7. Interpretation. These Bylaws will be construed according to the fair meaning of the language used and not strictly construed against the Association, the Board, or any Owner.

Section 8. Scrivener Errors. Scrivener reserves unto itself the right to make corrections or changes in these Bylaws that arise due to typographical mistakes or scrivener errors. Said changes may be made by scrivener despite the fact it does not have a voting power but will only be done if said changes do not materially affect the rights or interest of anyone else.

Section 9. Amendments. These Bylaws may be amended by the affirmative written vote of the Owners, exercised at a meeting or without a meeting by signed, written consent, entitled to exercise not less than a majority of the Association's voting power. Upon the adoption of any amendment, the president and secretary will file with the Recorder of Greene County an instrument executed with the same formalities, containing the amendment being made, the volume and pages of the original being amended, and a certification that the amendment was duly adopted in accordance with all required provisions.

## LEGAL DESCRIPTION

### White Fence Farm Section One

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered One (1) to Twenty-six (26), inclusive, of White Fence Farm, Section One, as recorded in Plat Cabinet "34", Pages 322B -323A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030016600	1	L32000100030018100	16
L32000100030016700	2	L32000100030018200	17
L32000100030016800	3	L32000100030018300	18
L32000100030016900	4	L32000100030018400	19
L32000100030017000	5	L32000100030018500	20
L32000100030017100	6	L32000100030018600	21
L32000100030017200	7	L32000100030018700	22
L32000100030017300	8	L32000100030018800	23
L32000100030017400	9	L32000100030018900	24
L32000100030017500	10	L32000100030019000	25
L32000100030017600	11	L32000100030019100	26
L32000100030017700	12		Silverado
L32000100030017800	13		Drive
L32000100030017900	14		Common
L32000100030018000	15	L32000100030000800	Area

### White Fence Farm Section Two

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Twenty-seven (27) to Forty-two (42), inclusive, of White Fence Farm, Section Two, as recorded in Plat Cabinet "30", Pages 101A-102A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030019800	27	L32000100030020600	35
L32000100030019900	28	L32000100030020700	36
L32000100030020000	29	L32000100030020800	37
L32000100030020100	30	L32000100030020900	38
L32000100030020200	31	L32000100030021000	39
L32000100030020300	32	L32000100030021100	40
L32000100030020400	33	L32000100030021200	41
L32000100030020500	34	L32000100030021300	42

**White Fence Farm Section Three**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Forty-three (43) to Sixty-one (61), inclusive, of White Fence Farm, Section Three, as recorded in Plat Cabinet "30", Pages 192B-193B of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030022100	43	L32000100030023100	53
L32000100030022200	44	L32000100030023200	54
L32000100030022300	45	L32000100030023300	55
L32000100030022400	46	L32000100030023400	56
L32000100030022500	47	L32000100030023500	57
L32000100030022600	48	L32000100030023600	58
L32000100030022700	49	L32000100030023700	59
L32000100030022800	50	L32000100030023800	60
L32000100030022900	51	L32000100030023900	61
L32000100030023000	52		

**White Fence Farm Section Four**

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Sixty-two (62) to Seventy-seven (77), inclusive, of White Fence Farm, Section Four, as recorded in Plat Cabinet "30", Pages 299A-300A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number
L32000100030024100	62
L32000100030024200	63
L32000100030024300	64 Detention Basin
L32000100030024400	65
L32000100030024500	66
L32000100030024600	67
L32000100030024700	68
L32000100030024800	69
L32000100030024900	70
L32000100030025000	71
L32000100030025100	72
L32000100030025200	73
L32000100030025300	74
L32000100030025400	75
L32000100030025500	76
L32000100030025600	77

DESCRIPTION CHECK  
Greene County Engineer's Tax Map Dept.

Legally Sufficient As Described  
 Legally Sufficient With Corrections Needed  
 Legally Insufficient, New Survey Required

By: [Signature] Date: 010322

PAR ID: DIST \_\_\_ BK \_\_\_ PG \_\_\_ PAR \_\_\_

*See Parcel #'s ON last 2 pages*

KAMAN & CUSIMANO  
8101 N HIGH ST  
SUITE 370  
COLUMBUS, OH 43235  
Inst #2023000058

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314.00